NSW electricity contract

This document sets out the terms of our electricity sale agreement with you

ActewAGL
Always.

NSW electricity contract

This document is our *negotiated electricity customer supply contract* for *small retail customers* in NSW. It sets out the terms and conditions of our agreement with you concerning the sale of electricity by us to your site. You currently qualify as a small retail customer. You are also a contestable customer, which means that you can choose your own retail supplier. Thank you for choosing us as your retailer supplier.

Electricity Law regulates some of the terms that we must include in our *negotiated customer supply contract* for *small retail customers*. This document complies with those requirements.

This document does not deal with the connection of your site to the distribution system or the terms upon which your distributor delivers electricity to your site from its distribution system. If your site is connected to a distribution system, you already have a separate customer connection contract with your distributor that deals with these issues.

It is important that you read and understand this *contract* and keep a copy in a safe place after you sign it. If you would like another copy of this *contract*, or a copy of any document referred to in this *contract*, you can pick one up from our office or ask us to send you one free of charge.

If you have any questions, or would like further information please call 13 14 93.

Terms and conditions

1. Scope of contract
2. Term
3. Preconditions to sale
4. Charges
5. Security
6. Meters and access
7. Complying with laws
8. Stopping sale and disconnection
9. Termination
10. Our liability to you
11. Third party liability and force majeure
12. Information about you and this contract
13. Transfer of this contract

14. Disputes
15. Notices
16. Applicable law
17. Entire agreement
18. Miscellaneous
19. Dictionary
20. Interpretation

Annexure A – Statement of Rights in relation to ActewAGL Retail's Negotiated Electricity Customer Supply Contract

Annexure B – Service standards

Terms and conditions

1. SCOPE OF CONTRACT

1.1 What is covered by this contract?

This *contract* is our *negotiated customer supply contract* for *small retail customers*. It sets out the terms of our agreement with you concerning the sale of electricity to your *site*. We will sell electricity delivered to you at your *site* by your *distributor*.

1.2 Separate connection terms

Your *distributor* (not us) operates the *distribution system*. This *contract* does not deal with the ongoing connection of your *site* to the *distribution system* or the manner in which your *distributor* delivers electricity to your *site* via its *distribution system*. These issues may be dealt with in your *customer connection contract* with your *distributor*.

1.3 Words in italics

Words printed in italics in this *contract* will have the special meanings given to those words in Clause 19 or Clause 20(11).

1.4 Continuous supply, quality and frequency not guaranteed

As an electricity supplier, we cannot control the quality, reliability or continuity of electricity delivered to your *site*, as these things are governed by generators and the operators of the transmission and *distribution system*.

We recommend you take precautions to protect and insure against unexpected fluctuations or interruptions to the electricity supplied to your site.

2. TERM

2.1 Commencement

This *contract* shall commence on the *contract start date*; and will continue until the *expiry date* or until it is terminated under Clause 9.

2.2 Continuation of term

At least 30 days prior to the *expiry date*, we may propose to extend this *contract* through a Continuation Notice. The Continuation Notice will include new charges, and revised terms and conditions (if any). You may accept the proposal by notifying us within 30 days of receiving it. If you reject the proposal, you must provide us with notice terminating this *contract* within 30 days of receiving the Continuation Notice.

If you have not notified us of your acceptance or rejection of the Continuation Notice within 30 days, you will be deemed to have accepted the proposal. This *contract* will be extended for the further service period on the conditions contained in the Continuation Notice (including the extended *expiry date*).

2.3 Do you have cooling-off rights?

You may cancel this *contract* within the *cooling-off period*, by providing us with written notice.

You will have no other obligation to us simply by reason of you doing so, other than charges payable in respect of any electricity supplied, or any other services provided by us to you under the *contract* during the *cooling-off period*.

3. PRECONDITIONS TO SALE

3.1 Is there anything you must do before we can start selling electricity to you?

You must have a *customer connection contract* in place for your site.

If your *site* is registered with another *retail supplier*, the registration of your *site* will need to be transferred to us before we can start to sell electricity to you at your *site*. This may require you to sign necessary documents to enable us to be registered as the *retail supplier* for the *site* on or before the *contract start* date.

If your *site* is not already connected to a *distribution system* or your existing connection or associated equipment needs upgrading or changing you can ask us to arrange on your behalf for your *distributor* to connect your *site* to the *distribution system* or undertake the necessary upgrading or changes.

If we make that arrangement on your behalf, you must pay us or your *distributor* reasonable costs as directed by us or your *distributor*.

You must also make sure that your *site* remains connected to the *distribution system* and is metered in accordance with any *requirement* of the *Electricity Law*.

3.2 *Additional customer obligations*

You have the obligation to inform us if your *site* has any life-support machines.

You warrant that you do not have an unsatisfactory payment record for utility services in the last 12 months.

4. CHARGES

4.1 *What charges do you pay to us?*

Charges may be separated out into individual components or bundled together as a single rate (where the energy component of those charges is not separately identified). The basis of charges will be set out in the *price list*.

You must pay us the *energy charges* for all electricity we sell to you at your *site* during each *billing cycle*. In addition, you must pay us any applicable switching fee, where you elect to switch from the *price list* to a different price plan offered by us.

We will also pass through to you and you must pay us all *market charges*, *network charges*, *metering charges* and *energy loss charges* applicable to your *site* for each *billing cycle*, and any applicable *other services charges* and *taxes*.

You acknowledge that the *network charges* included in the bills we send you are collected by us for your *distributor*.

4.2 *Can we vary charges?*

If, as a result of an *increased costs event*, we determine that:

(1) there is any direct or indirect increase in the cost to us of purchasing or selling or agreeing to sell you electricity; or

(2) there is any direct or indirect increase in the cost to us of managing our risk in relation to purchasing or selling or agreeing to sell you electricity;

we may vary the *energy charges rates* or impose an additional charge to compensate us for that increase in costs.

If *market charges*, *network charges*, *metering charges*, *taxes* or *energy loss charges* are varied then those charges will be passed through to you as varied from time to time.

We may vary the *energy charges rates* or impose an additional charge on the basis of our estimate of the increase in our costs as a result of the occurrence of an *increased costs event* if at the time that the *increased costs event* occurs we are unable to accurately determine those costs. When the actual increase in our costs can be accurately determined we will correct our bill as though we had made a wrong estimate. See Clause 1 of Annexure A.

4.3 *Who pays for GST?*

GST applies to the services under this *contract*.
All charges quoted within this *contract* are *GST* exclusive.
Your account will show the *GST* component of our charges as a separate item.

4.4 *When will we bill you?*

We will send a bill to you at your *billing address* after the end of each *billing cycle*. We can send your bill to you by electronic means.

4.5 *When do you have to pay your bills?*

You must pay your bills by the payment date, which will be not less than 15 *business days* after the date on which the bill is sent.

If you do not do so we may require you to:

(1) pay a late payment fee; or

(2) pay interest at the *interest rate* on the unpaid amount from the payment date of the bill;

You must also pay all of the reasonable costs and expenses we incur because of your default in payment and which are associated with us recovering the amount you owe to us.

4.6 What happens if you dispute a bill?

If you believe that your bill is inaccurate, or if you wish to raise any matter related to your bill or our charges, you may ask us to review your bill or to reconsider those matters.

If you dispute a bill you must nevertheless pay us the amount of the bill by the due date for payment of the disputed bill.

We will review your bill or consider your complaint within 14 days of you asking us in writing, and either determine that the bill or charge is correct or amend the bill or charge. If our review does not resolve the dispute then it will be dealt with under Clause 14.

5. SECURITY

5.1 Do you need to provide a security deposit?

We may require you, at any stage, to provide a security deposit by bank cheque/cleared funds.

We will hold the security deposit and may apply it to any charges which you are required under this *contract* to pay but which you have not paid as and when required to do so. You must replace any amount of the security deposit used within seven days.

We will continue to hold the security deposit for three months after the expiry or termination of this *contract* and then refund to you any amount not used.

We do not hold the security deposit on trust for you. No interest will be payable to you by us at any time or in any circumstances in respect of the security deposit.

6. METERS AND ACCESS

6.1 Who will install and maintain the meter?

Meters must be installed and maintained by a *metering provider*.

If you ask us we will apply to a *metering provider* for those services as your agent for that purpose only. You will indemnify us against all our costs of acting as your agent.

6.2 Who will read your meter?

Meters must be read by a *metering data agent*.

We will apply to a *metering data agent* for those services as your agent for that purpose only. You will indemnify us against all our costs of acting as your agent.

6.3 *How will you pay for your metering provider and metering data agent?*

If you have accepted our quotes for arranging your *metering provider* and your *metering data agent*, their charges and any additional fee payable to us in relation to those charges will be included in your bill.

An initial quote, price or fee may change due to changes in the costs of the:

(1) *meter*;

(2) *metering provider*; or

(3) *metering data agent*.

We will tell you if these changes occur and you agree to pay those new costs.

6.4 *What access must you provide to your metering provider, metering data agent and us to your meter?*

You must give your *metering provider*, *metering data agent* and us safe and convenient access to your *meter* and associated equipment. You must tell us of all safety hazards at your site. If you do not give safe and convenient access to your *meter* you may be required to pay the costs to revisit your *meter* when it is safe and accessible.

6.5 *What must your metering data agent give us?*

If we do not arrange metering on your behalf you must make sure your *metering data agent* gives us all necessary metering data promptly, accurately and as specified in the *code*.

6.6 *What can you not do?*

You must not:

(1) tamper or allow anyone to tamper with a *meter* or associated equipment; or

(2) give false information which could affect our ability to sell to you.

In addition to any other rights we have, if you breach this Clause 6.6, we may:

(a) estimate the amount of electricity obtained by you in breach of this *contract*,

(b) recover that amount from you; and

(c) request that your *distributor* disconnect your *site* from the *distribution system*.

7. COMPLYING WITH LAWS

7.1 Who must comply with laws?

You must comply at your own cost with the requirements of any *Electricity Laws* which are expressed to apply to you or your *site* or otherwise relate to the sale or supply of electricity to your *site*.

We will also comply with the requirements of any *Electricity Laws* that are expressed to apply to us. You must provide all reasonable assistance and cooperation when requested to enable us to comply with any *requirements*.

If a provision of this *contract* is inconsistent with a provision of an *Electricity Law*, then to the extent permitted by that *Electricity Law*, the provisions of this *contract* will prevail to the extent of that inconsistency.

8. STOPPING SALE AND DISCONNECTION

8.1 When can we stop selling electricity to you under this contract?

We can stop selling electricity to you (either permanently or temporarily) by arranging for your *site* to be disconnected from the *distribution system* if:

(1) you do not pay a bill by the due date for payment;

(2) you use electricity illegally or in breach of Clause 6.6;

(3) upon termination of this *contract* for any reason;

(4) an *insolvency event* occurs in respect of you;

(5) we are otherwise allowed to do so under *Electricity Law* or the Electricity Safety Act 1945 (NSW);

(6) a *force majeure event* occurs under this *contract*;

(7) you cease to be a *small retail customer*;

(8) we have given you written notice that you have failed to fulfil one of your obligations under this *contract* and you do not rectify the problem within 10 *business days* of receiving our notice;

(9) you do not provide the security deposit in the manner described in Clause 5.1;

(10) you breach the warranty under Clause 3.2, and in our reasonable opinion you have an unsatisfactory payment record for utility services in the last 12 months;

(11) you refuse or fail to give one of our authorised officers access to the *site* despite being obliged to do so under either *Electricity Law* or this *contract*; or

(12) you or someone acting on your behalf obstructs any of our authorised officers carrying out their functions under this *contract* or any *Electricity Law*.

However, we will not arrange for your *site* to be disconnected:

(a) unless we have also complied with the minimum notice requirements under *Electricity Law* (see Clause 6 of Annexure A);

(b) if before we make a request to your *distributor*, you request that a complaint covered by an approved electricity industry ombudsman scheme be referred for resolution by the *Ombudsman* until three business days after the date on which that complaint is referred;

(c) the *Ombudsman* has directed us not to do so;

(d) while any life-support system that relies on electricity for its operation is in use at your *site*; or

(e) if the reason for disconnection relates to the non-payment of a bill and you have made an application for assistance under any available Government-funded rebate or relief scheme.

8.2 You can ask us to reconnect your site

If you become entitled to have the *site* reconnected to the *distribution system* and you request that to happen, we must promptly notify the *distributor* of that entitlement.

8.3 Can another party stop your electricity supply?

Your *distributor* may have rights to interrupt the *delivery of supply* or disconnect your *site* from the *distribution system* under your *customer connection contract* or the *Electricity Law*. In addition the *delivery of supply* to your *site* may be interrupted by the *system operator* or another regulatory authority or due to a *force majeure* event.

9. TERMINATION

9.1 When can you end this contract?

You may terminate this *contract*:

(1) during the *cooling-off period* by giving us written notice of your intent to do so; and

(2) after the *cooling-off period* by giving us at least 72 hours notice of your intent to do so, and paying any fees provided under Clause 9.3.

9.2 *When can we end this contract?*

We may end this *contract* by notice to you if we are entitled under Clause 8.1 to stop selling electricity to you under this *contract*.

9.3 *What are the consequences of you terminating this contract?*

Where after the *cooling-off period* you give less than 72 hours notice to terminate this *contract*, you must pay for all charges payable under this *contract* until 72 hours after we become aware of your intention to terminate, or until supply discontinues or is transferred to another *retail supplier* (whichever happens first).

Where you terminate the *contract* after the *cooling-off period* and before the *expiry date*, you will be liable for an early termination charge, as provided in the *Schedule*. This charge is not applicable following the expiry of the *initial service period*.

If we incur a cost in arranging the disconnection of your *site* including any special *meter* reading costs or charges by the *distributor*, we may pass these charges onto you even if your electricity supply has not actually been discontinued or reconnected.

9.4 *What are the consequences of removing whole or part of premises?*

Where relevant, if you remove whole or part of one or more premises from the operation of this *contract*, then you must meet all of your outstanding pre-removal obligations to us despite us agreeing to remove whole or part of one or more premises from the operation of this *contract*.

9.5 *What happens if the contract is terminated and you have not transferred to another retail supplier?*

If, before or after the *expiry date*, this contract is terminated for any reason, but you have not arranged for another *retail supplier*, then from the effective date of termination we will sell electricity on the terms and conditions of this *contract* except the *energy charge rate* will be altered to the *default rate* until we are notified in accordance with the code that you have transferred to another *retail supplier*.

Where relevant, if you remove whole or part of one or more premises from the operation of this contract, then you must meet all of your outstanding pre-removal obligations to us despite us agreeing to remove whole or part of one or more premises from the operation of this *contract*.

10. OUR LIABILITY TO YOU

10.1 How does this Clause interact with laws such as the Trade Practices Act?

The Trade Practices Act and other laws imply certain conditions, rights and warranties into contracts. Only those that cannot be excluded apply to this *contract* and then they only apply to the extent that we cannot and have not limited them in this *contract*.

Subject to implied terms that cannot be excluded we give no warranties, conditions or undertakings and make no representations in this *contract* unless we have made them in writing in this *contract*.

Any liability we may have to you for breach of a condition, right, warranty or representation implied into this *contract* is limited (at our option) to us:

(1) providing you with equivalent goods or services to those that were the subject of the breach; or

(2) paying to you the cost of replacing the goods or services that were the subject of the breach or of acquiring equivalent goods or services.

Otherwise we are not liable to you:

(a) for any *loss* you may suffer or incur in connection with any matter for which your *distributor* is responsible which may include failure of *delivery of supply*, the *distribution system* or in the quality of electricity; or

(b) for any *loss* you may suffer or incur except, subject to Clause 10.1(c) and (d), to the extent that the *loss* is a direct result of our negligence or breach of this *contract*; or

(c) for any *loss* of profits, business, anticipated savings or for any other indirect or consequential loss arising out of or in connection with this *contract* (whether resulting from our negligence, breach of contract or otherwise); or

(d) for an amount for any one or more events or claims exceeding the total amount billed to you for *energy charges* during the year in which such negligence or breach occurred and $5,000 (including GST, if any) for all claims by you in any one calendar year.

11. THIRD PARTY LIABILITY AND FORCE MAJEURE

11.1 What happens if a third party makes a claim about the sale of electricity at the site?

You indemnify us against all *loss* incurred by us arising from a claim by a third party in connection with the sale by us of electricity to your *site*. We do not have to make a payment to the third party before we can enforce your indemnity to us.

11.2 What is the impact of a force majeure event?

We will not be liable to you for our failure to fulfil this *contract* where that failure results from a *force majeure event*.

12. INFORMATION ABOUT YOU AND THIS CONTRACT

12.1 What information must you give us?

You must give us all information we reasonably request for the purposes of this *contract* and notify us if that information changes.

12.2 Who can either party tell about this contract?

This *contract* is confidential and cannot be disclosed except:

(1) to your or our employees, advisers, auditors or consultants who are similarly bound not to disclose it; or

(2) with approval of both parties; or

(3) if required by *law* or stock exchange; or

(4) to our shareholders, parent corporation or their shareholders; or

(5) to your *distributor* or *metering provider* to help them with connection and supply; or

(6) if strictly needed for legal proceedings; or

(7) if this *contract* has already become generally available without breaching this *contract*; or

(8) to any *retail supplier* in relation to your billing history.

If you are permitted to disclose information under (1) or (2) above you will use reasonable endeavours to ensure those who receive the information do not disclose it except to those others to whom you could disclose and we will do likewise.

12.3 How can we use information about you?

You consent to us using information about you, your *site*, your electricity usage, your *metering data* and any related or similar information:

(1) for internal purposes and reporting to our shareholders, parent company or their shareholders;

(2) to comply with our obligations under this *contract*; or

(3) to give to a third party:

  (a) if you are not readily identifiable; or

  (b) to help assess your credit worthiness or to assist recovery against you if you breach this *contract*; or

  (c) to help plan *delivery of supply* to you; or

  (d) if required or permitted by law; or

  (e) to any one else with your permission.

(4) for market research and analysis, and for marketing purposes, including offering you products or special offers, which we consider may be of interest to you.

13. TRANSFER OF THIS CONTRACT

13.1 Can you transfer your rights and obligations under this contract?

You cannot transfer your rights or obligations under this *contract* without our written consent. We will consider your request but can withhold our consent at our discretion.

13.2 Can we transfer our rights and obligations under this contract?

We cannot transfer our rights and obligations under this *contract* except to a related body corporate within the meaning of the Corporations Act 2001 or a purchaser of all or part of our business and by giving you notice of the transfer.

14. DISPUTES

14.1 What will happen if you have a dispute with us about this contract?

If you have a dispute with us we will try to resolve it with you.

If we cannot resolve that dispute informally with you, then you may ask us to formally review the issue which has caused the dispute.

You must do so in writing, stating fully the basis of your complaint against us, no later than 28 days after the dispute has arisen. We will then formally review your complaint and advise you of our decision in relation to it within 28 days of you giving notice to us under this Clause.

If, having advised you of our decision, you are still unhappy, then you may be entitled to refer your complaint to the *Ombudsman* for the electricity industry.

We will comply with any direction given or decision made by the *Ombudsman* in relation to your complaint or dispute.

You must continue to perform your obligations under this *contract* despite the dispute.

14.2 The Ombudsman scheme

Full details of the types of disputes that can be referred to the *Ombudsman* are available from the *Ombudsman*. In summary the types of disputes relate to:

(1) the supply of services;

(2) billing, credit or payment services; and

(3) disconnection and security deposit claims.

The *Ombudsman* scheme only applies if:

(a) you notify us of the complaint within one year of the event which gave rise to the complaint occurring;

(b) the complaint occurred after 1 January 2001, unless the *Ombudsman* makes an exception; and

(c) where the amount claimed is less than $20,000 or, if both parties agree to refer the matter, less than $50,000.

15. NOTICES

15.1 What rules apply to notices under this contract?

Any notice given under this *contract*:

(1) must be written;

(2) can be given to you by post to the registered business address set out in the *Schedule*;

(3) can be given to us by facsimile on 02 6248 3402 or by post to ActewAGL Retail, GPO Box 366, Canberra ACT 2601.

A notice given under this *contract*:

(a) will be deemed to have been received if sent by post on the third day after posting;

(b) will be deemed to have been received if sent by facsimile, on production of a facsimile transmission confirmation.

Either party can change its address for official notices by previous notice to the other.

16. APPLICABLE LAW

16.1 What law applies to this contract?

The *laws* of the Australian Capital Territory apply to both interpretation and enforcement of this *contract*. Both parties agree to submit to the jurisdiction of the Courts of the Australian Capital Territory and its relevant appeal courts.

17. ENTIRE AGREEMENT

The *contract* constitutes the sole and entire agreement between the parties.

18. MISCELLANEOUS

18.1 How may this contract be varied or a right under it waived?

We may by notice to you vary this *contract* to reflect changes in the *Electricity Law*. Otherwise this *contract* may be varied only in writing signed by both parties.

A right under this *contract* may be waived only in writing by the person giving the waiver.

If you seek an amendment to this *contract*, then notwithstanding whether or not the proposed amendment is agreed to by us, you will pay our legal, administrative and other costs associated with any consideration or negotiation of the matter.

18.2 How long do warranties and indemnities made under this contract last?

Warranties, indemnities and obligations of confidentiality made under this *contract* continue despite this *contract* ending.

18.3 Efficient energy consumption

If you ask us to, we will provide you with designated information, free of charge which should help you to consume energy more efficiently.

19. DICTIONARY

Some words in this contract have special meanings. Here is a list of them in alphabetical order.

Act

the Electricity Supply Act 1995 (NSW)

adjustment event
has the same meaning as given to it in the *GST Act*

adjustment note
has the same meaning as given to it in the *GST Act*

approved energy loss factors
the approved *intra-regional loss factors* and the *distribution loss factors* applying to your *site* from time to time under the *code*

billing address
your billing address shown in the *Schedule*

billing cycle
the period covered by each bill which period will not exceed three calendar months

business day
means Monday to Friday excluding public holidays relevant to the State of the *site*

code
the National Electricity Code and any other *laws*, rules, codes or instruments regulating the *national market*

contract
this negotiated electricity customer supply contract

contract start date
the date this *contract* is signed by you

cooling-off period
a period of 10 days from the *contract start date*

customer connection contract
will have the same meaning as in *Act*

default rate
the price set by us from time to time which is based on the volume weighted forecasted *spot price* applicable to the reference node for the *region* in which your site is located, as adjusted by the *approved energy loss factors* during the selling period nominated by us, plus a market administrative margin determined by us

delivery of supply
the delivery of electricity through the transmission system and the *distribution system* to your *site* via a *meter*

distribution system
the system of electric lines to which your site is connected and used by your *distributor* to provide *delivery of supply* to your *site*

distributor
the person licensed to operate the *distribution system* to which your *site* is connected

Electricity Law
means the *code*, the *Act*, the *Regulations* (each as amended from time to time), and any other instruments made under these from time to time

energy charges
means the charges determined by multiplying the applicable *energy charge rates* by the metered or estimated electricity consumption for your *site*

energy charge rates
means the rates set out in the *price list*

energy loss charges
the charges calculated using the *approved energy loss factors* and *energy charges* applicable to your *site*

expiry date
the date provided in the *Schedule*, or as extended under Clause 2.2

force majeure event
any event or circumstance beyond the direct influence of us and includes:

(1) an act of God, insurrection or an industrial dispute;

(2) an order, act or omission of a government, court, regulatory body, your *distributor* or other third party;

(3) a "force majeure event" under a contract between a generator and our supplier that prevents our supplier from supplying us or permits that supplier to increase its price to us, to a level that, in our reasonable opinion, makes resale of energy by us uneconomical;

(4) the failure of *delivery of supply* or any part of the *transmission or distribution system*;

(5) an epidemic or risk to health or safety;

(6) the volume of electricity available from the *national market* or the *transmission* or *distribution system* being insufficient to enable us to perform this *contract*; or

(7) any other event which affects our ability to perform our obligations under this *contract*

GST

has the same meaning as given to it in the *GST Act*

GST Act

A New Tax System (Goods and Services Tax) Act 1999

increased costs event

(1) the imposition of, or change in any basis or rate of, any *taxes*,

(2) where the *system operator* is entitled pursuant at *law* to recover any charges, costs or other imposts,

(3) the occurrence of any event which is defined as a "force majeure event" under any *third party contract* and which occurs in relation to any party to that contract;

(4) the incurring of any *loss* by us pursuant to a *third party contract* in circumstances contemplated by the *third party contract* relating to:

  (a) *taxes*;

  (b) participation in the *national market*;

  (c) the principles upon which use of system fees relating to the use of the transmission system or *distribution systems* are allocated; or

  (d) the cost of the establishment and operation of the *national market*; or

  (e) a change in regional boundaries.

(5) if you cease to buy from us all electricity that you require for the *site*;

(6) a change in the level of *VoLL*;

(7) a change in a *requirement*;

(8) where we are required to make a payment calculated by reference to any amount due under this *contract* or any quantity of electricity sold under this *contract* (or its value); and

(9) any changes of any *law* or under any required approval in relation to the supply of electricity (including any obligation to source some minimum portion of wholesale hedges or supply from renewable generation).

(10) any introduction of, or change in, or reasonable estimate of any Taxes (including GST), costs, fees, imposts, duties, levies, charges or financial burdens payable by us directly or indirectly in relation to:

(a) the generation, purchase, sale, supply, transmission, distribution or retailing of electricity (whether or not the electricity is sourced from renewable generation);

(b) other goods and services provided under this contract;

(c) any new or increased obligation that in any way arises from or is related to:

(i) reducing or limiting the concentrations, or rate of release, of greenhouse gases, or the production or release of materials likely to contribute to the creation of such gases;

(ii) encouraging the provision of renewable energy, including without limitation, the costs of acquiring renewable energy certificates;

(iii) the acquisition or trading of greenhouse gas emission or sequestration units, credits or permits (howsoever described); or

(iv) offsetting emissions of greenhouse gases;

(v) any other environmental obligations or incentives, through imposing upon any electricity retailer, distributor, generator, or transmission authority any incentives, fees, cost burdens, *taxes*, charges, duties or levies ("Imposts") whether such Impost exists at the time of entry into this Agreement or comes into existence after entry in to this Agreement, and including any modification or successor to that system, and whether the Impost in whatever form arises or is imposed by Law or by or in relation to a Third Party Contract.

insolvency event

includes the appointment of an administrator, voluntary administration, compromise, arrangement, merger or amalgamation for the purpose of reconstruction, official management, winding-up dissolution, cessation of business, assignment for the benefit of creditors scheme,

composition or arrangement with creditors, insolvency, bankruptcy or any similar procedure or where applicable, changes to the constitution of any partnership or person

interest rate
means the rate prescribed under section 95(1) of the Supreme Court Act 1970 (NSW) for payment of interest on a judgment debt

initial service period
means a 12-month period commencing on the *contract start date*

loss
includes loss, liability, costs and expenses

market charges
means any charge imposed by *law*, the *system operator* or any other regulatory authority, and includes (without limitation) *ancillary services fees*, and other charges associated with operation of the *national market*

meter
means a *meter* that complies with and has been installed in compliance with the *code*

metering charges
means the lease amount and any additional services charged by your *metering provider* and *metering data agent* or the *distributor*

metering data agent
means an agent of AEMO appointed by you or us to undertake AEMO's obligations under the *code* in relation to *meter* registration and data

metering provider
has the meaning as defined in the *code*

national market
means any market for wholesale trading in electricity operated under the *code*

negotiated customer supply contract
will have the same meaning as in the *Act*

network charges
means the cost of *delivery of supply*

Ombudsman
means the Electricity Industry Ombudsman appointed under *Electricity Law*

other services charges
means the charge for any other products or services we have agreed to provide to you under this *contract*

price list
means the price list as provided in the *Schedule*

region
has the meaning as defined in the *code*

Regulations
means the Electricity Supply (General) Regulation 2001 (NSW)

requirement
means a requirement of the *code*, or a *law* or other requirement binding on us including any *taxes*, fees or charges

retail supplier
means a person who holds a retail electricity supplier's licence under the *Act*

schedule
the Schedule to this *contract*

site
means:

(1) each address set out in the *Schedule*;

(2) if there is more than one connection point at an address, the connection points through which you buy electricity from us; and

(3) where the context permits, all of the addresses set out in the *Schedule*.

small retail customer
will have the same meaning as in the *Act*

standard form contract
means a standard form customer supply contract as defined by the *Act*

system operator
means the person or body appointed under *law* whose functions are, amongst other things, to operate and administer the *national market*

taxes
means any taxes, levies, imposts, deductions, charges, withholdings, fines, penalties and duties, other than income tax

tax invoice
has the same meaning as given to it in the *GST Act*

third party contract
means a contract that has the effect of purchasing electricity or hedging the purchase price of electricity from the *national market*, whether or not we are a party to it

VoLL
means value of lost load as described in the *code*

20. INTERPRETATION

In this *contract* unless the contrary intention appears:

(1) a reference to this *contract* or another instrument includes any variation or replacement of them;

(2) the singular includes the plural and vice versa;

(3) the word person includes a firm, a body corporate, an unincorporated association or an authority;

(4) a reference to one gender includes all genders;

(5) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns;

(6) an agreement, representation or warranty on the part of, or in favour of, two or more persons binds, or is for the benefit of them, jointly and severally;

(7) if a period of time is specified, or dates from a given day or the day of an act or event, it is to be calculated inclusive of that day;

(8) a reference to a *law* includes regulations and other instruments under, and consolidations, amendments, re-enactments, extensions or replacements of that *law*;

(9) mentioning the word 'includes' or 'including' will not limit the words that follow;

(10) a provision must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this *contract* or the inclusion of the provision in the *contract*; or because the provision is an exception or exemption Clause for the benefit of that party; and

(11) words printed like *this* which are not otherwise given a special meaning in the dictionary, will have the same meaning as in the *code*

Annexure A

Statement of Rights in relation to ActewAGL Retail's Negotiated Electricity Customer Supply Contract

This Statement of Rights applies to a *small retail customer* who has entered into a negotiated electricity customer supply contract with ActewAGL Retail. It is a summary of your rights provided by the Electricity Supply (General) Regulation 2001 (NSW), as applicable to the terms of this *contract*.

1. VARIATION OF CHARGES

Before we vary any charges or impose an additional charge, we will send you a notice setting out particulars concerning the proposed variation (including the date on which that variation or additional charge is to take effect and a statement of the new charges or the amount of the additional charge).

You must pay us the charges based on the new charges or the additional charge from the date set out in our notice to you. A variation of charges will not operate retrospectively.

2. CONTENTS OF BILLS

ActewAGL Retail must include the following information in each bill:

(1) the customer's name and bill number, the address of the customer's *sites* and any relevant mailing address;

(2) the customer's National Metering Identifier and checksum, prominently displayed;

(3) the dates on which the billing period began and ended;

(4) the total charges to be paid by the customer;

(5) the charges payable for services provided or arranged by us, separating those charges into charges in respect of electricity related charges (that is, customer connection services and electricity supply services) and charges in respect of other services and goods;

(6) the date by which the bill must be paid;

(7) the amount of any arrears and the due date for payment of the arrears;

(8) the amount of any credit received;

(9) any amount deducted, credited or received under:

(a) any Government-funded rebate or relief scheme, or

(b) any payment plan operated by us;

(10) the methods by which the bill may be paid;

(11) the name of, and details of the availability of, any Government-funded rebate or relief scheme;

(12) contact details for our bill and payment enquiries service and a 24-hour contact phone number for faults and difficulties for your *distributor*; and

(13) if requested by you, details of the individual components making up the *network charges* and the amount of any security held by us.

3. PAYMENT OF BILLS

You can pay a bill by:

(1) cash, cheque or credit card at one of our offices or through one of our agents;

(2) post by means of cheque or credit card;

(3) telephone by credit card;

(4) direct debit or credit from a cheque, savings or credit card account; or

(5) by any other method we agree from time to time.

A payment is made when we actually receive it or if you pay by cheque, when the cheque is honoured.

We will not charge you a fee relating to the methods of payment set out in paragraphs (1) to (4), unless you have agreed to us doing so.

4. ELECTRICITY CONSUMPTION INFORMATION

The information in a bill issued by us will also include:

(1) the estimated or measured quantity of electricity supplied in kilowatt hours (kWh);

(2) particulars of any retail tariff codes and rates of charges applicable to the supply of electricity of each category supplied;

(3) particulars of the quantity of electricity of each category supplied during the *billing cycle* or estimated to have been supplied during the *billing cycle*;

(4) particulars of the average daily consumption of all electricity supplied during the *billing cycle* in respect of that bill (expressed in kWh); and

(5) if a bill was also rendered by us for the corresponding *billing cycle* during the previous year, particulars of the average daily consumption during that previous billing period.

5. PROVISION OF HISTORICAL BILLING INFORMATION

We must, within a reasonable time of a request by you, give you copies of, or information about, previous bills issued by us to you.

We shall provide the copies free of charge, but may charge you for the reasonable costs of obtaining and supplying copies of a bill if:

(1) the billing period occurred more than two years before the request; or

(2) we had provided copies of such information to you within the previous 12 months.

We must, within a reasonable time of a request by you, give you information about the current status of your bill or account; and information about *meter* readings and *meter* registrations connected with a bill.

We may charge you for our reasonable costs of collecting and releasing information that relates to *meter* registration on a half-hourly basis, but otherwise we must provide any such information free of charge.

6. DISCONNECTION

A. Minimum standards for disconnection of supply

We will ensure that the following minimum procedures for disconnection will be observed if we become entitled under this *contract* to discontinue supply. These procedures comply with the minimum customer service requirements imposed under the *Act*.

Unless you have requested us to do so, or unless we are required to do so in order to comply with the Electricity Safety Act 1945 (NSW), we will not arrange for your site to be disconnected unless and until we have complied with the following requirements:

(1) we will send you at least two written notices setting out why we intend to request the disconnection of your *site* and the notices must be at least a week apart;

(2) we will also try to contact you personally or by telephone to see if we can assist you to do anything to change or remedy the circumstances referred to in those notices.

In any dealings we have with you in relation to the proposed disconnection of your *site*, we must:

(a) specify the grounds which we say authorise us to take that action;

(b) indicate the date on or after which we may arrange for disconnection of your *site* if those grounds are not removed which must be at least 14 days after we give you our first written notice;

(c) advise you of your rights under the *Act* and *Regulations* in these circumstances, and in particular your right to have your complaint or dispute considered by us or referred to the *Ombudsman*;

(d) if our grounds for disconnection relate to non-payment of a bill, advise you of any Government-funded rebate or relief schemes that are relevant to you.

If our attempts to contact you have been unsuccessful to this point in time, we must still make one more attempt to contact you outside of business hours.

B. Notice after discontinuance of supply

As soon as reasonably practicable after your *site* is disconnected at our request we must give you a notice setting out:

(1) why your *site* was disconnected;

(2) a contact telephone number;

(3) what you must do and how much you must pay in order to have your *site* reconnected to the *distribution system*; and

(4) the dispute resolution procedures that are available to you.

You must pay us any costs that we incur in relation to the disconnection or reconnection of your *site*.

7. ESTIMATION OF ELECTRICITY SUPPLIED

We can estimate the amount of electricity sold to you by us at the *site* for any period up to six months before we were aware that:

(1) your *meter* has failed to register properly – we must act reasonably when coming to this view;

(2) we sold electricity to you without passing it through a *meter*;

(3) access to your *meter* was not possible;

(4) we cannot access metering data for any reason.

Any estimate we make must be based on your previous bills and usage if that information is available. If that information is not available, we will base our estimate on the average daily consumption for our other customers in similar circumstances during the same period.

You must pay for any electricity consumption estimated by us in the same manner as consumption recorded by a *meter*. You are entitled to be paid any rebate determined as a result of estimation by us.

A *meter* will be regarded as not registering correctly if (and only if) its error in registration is greater than 2 per cent, either in excess or deficiency.

Where we are unable to obtain access to your *meter* for the purpose of determining the quantity of electricity supplied, you can choose to:

(a) pay an amount estimated by us and have that amount reconciled in the next bill; or

(b) pay an amount based on a determination by us after we have obtained access to the metering equipment.

You will need to inform us, in writing, of your choice.

We may agree with you, that you can pay an amount based on information provided by you as to the amount registered by the *meter* in respect of that period.

The above Clause does not apply to any charge not based on your electricity consumption.

8. INCORRECT ESTIMATE

If we use an estimate, but later accurate information shows the estimate was wrong, then we will:

(1) correct it; and

(2) either credit you for any over payment by way of offset, or add any shortfall to your next bill.

If we add a shortfall to your next bill, we will list the amount separately on that bill and explain why the amount is being charged to you. We will not charge interest on that amount (except where you do not subsequently pay that bill).

Interest is not payable where we discover overcharging when reconciling charges made on the basis of estimation under this Clause with actual electricity consumption.

9. UNDERCHARGING OF THE CUSTOMER

If on review of the bill we determine that you have been charged less than you should have been under the *contract*, we will notify you of that determination, and may recover the undercharged amount from you.

However, we cannot recover any amount which you have been undercharged if that amount relates to a period more than 12 months before the date on which we first notify you of the undercharging.

Following written notice from us of the undercharging, you have the option to have the undercharged amount recovered over the same period as the period during which you had been undercharged. If you do not notify us of this choice within 10 *business days* of being notified of the undercharging, we will incorporate an appropriate adjustment amount (listed separately) in your next bill. We will not charge interest on the undercharged amount.

10. OVERCHARGING OF THE CUSTOMER

If on reviewing your bill we agree that you have been charged a greater amount than you should have been charged, then we will inform you of that within 10 *business days* of completing our review of your bill; and

(1) reimburse you the amount overcharged, either in accordance with your instructions if the amount overcharged exceeds $25 or, if you don't give us any instructions (within 10 *business days* of being informed by us), or if the amount overcharged does not exceed $25, we will credit the amount to you in the next bill that we issue to you; and

(2) pay interest on the amount overcharged at the *interest rate* current at the date of the overcharging.

11. TESTING OF METERS

If we have arranged a *metering provider* to install a *meter*, and testing reveals that a *meter* is not measuring electricity accurately, we shall replace or repair the *meter*; and meet the cost of testing the *meter*.

If you have arranged a *metering provider* to install a *meter*, and testing reveals that a *meter* is not measuring electricity accurately, you shall replace or repair the *meter*; and meet the cost of testing the *meter*.

If you have requested the *meter* be tested, we may request that you pay in advance the reasonable costs of testing the *meter*. We are not required to test the *meter* if you refuse to pay the amount in advance.

If a test finds the *meter* is measuring electricity within 2 per cent accuracy, you shall be liable to pay the costs of testing, less any amount paid in advance by you for this purpose. If a test finds the *meter* is not measuring electricity within 2 per cent accuracy, we shall be liable to pay the costs of testing and refund any amount paid in advance by you for this purpose.

Annexure B

Service Standards

1. THESE STANDARDS COMPLY WITH ELECTRICITY LAW

The standards set out in this section comply with the requirements imposed under the *Act* and *Regulations* with respect to customer service.

2. HOW CAN YOU CONTACT US?

We have established a telephone service, as provided in the *Schedule*, that you can use during business hours if you wish to obtain any information concerning your bills or any customer connection services that have been arranged by us.

We have also included relevant telephone numbers that you can use seven-days-a-week, 24-hours-a-day, to contact your *distributor* in relation to faults or difficulties relating to the *distribution system*.

3. WE MUST BE PUNCTUAL

Our representatives will not be more than 15 minutes late for a scheduled appointment with you or any rescheduled appointment agreed with you.

If our representative is late, we will pay you $25 as compensation for that delay either directly to you or by deducting it from your next bill.

4. GUARANTEED CUSTOMER SERVICE STANDARDS RELATING TO DISCONNECTION

We will provide you with notices referred to in Clause 6 of Annexure A before we arrange for disconnection.

5. MINIMUM SERVICE STANDARDS

In supplying electricity or arranging any *metering provider* or *metering data agent* services under this *contract*, we will use all reasonable efforts to:

(1) quickly resolve your enquiries;

(2) act within two *business days* of a request by you to arrange the supply of metering services or connection services to the *site*;

(3) commence any work required in response to your enquiry within two *business days*;

(4) commence any services or work required to remedy a disruption of supply under this *contract* as soon as reasonably possible after we become aware of the disruption; and

(5) provide you with at least two *business days* notice if we will be carrying out work (other than emergency work) that will disrupt supply under this *contract*.

Depending on your circumstances, a Government-funded rebate scheme may be available in respect of the charges payable under this *contract*. Details of eligibility entitlement; the amount of rebate available; and the charges to which the rebate applies may be obtained by phoning ActewAGL Retail on 13 14 93.

www.actewagl.com.au

Customer enquiries

13 14 93 – electricity
13 18 86 – natural gas

Emergencies and faults

Customers in NSW should contact their local distributor with any emergencies.
13 19 09 – natural gas

Postal address

ActewAGL
GPO Box 366
Canberra ACT 2601

Language assistance

如果您需要幫助，請打電話給下面的號碼。

¿Necesita un intérprete? Llame al número indicado abajo.

هل تحتاج إلى مترجم؟ اتصل بالرقم ادناه.

Trebate li pomoć tumača? Nazovite niže navedeni broj.

Nếu quí vị cần sự giúp đỡ, vui lòng gọi số bên dưới.

Se vi serve un interprete, telefonate al seguente numero.

Αν χρειάζεστε διερμηνέα, τηλεφωνείτε στον αριθμό παρακάτω.

13 14 50
24 hours

ActewAGL Retail ABN 46 221 314 841 a partnership of ACTEW Retail Ltd
ABN 23 074 371 207 and AGL ACT Retail Investments Pty Ltd ABN 53 093 631 586.
Printed on recycled paper

CCA809_30